

LEASE AGREEMENT

This Lease Agreement is entered on this 10 day of April 2009, with Erik Alm, 1391 County Road N, Wahoo, NE 68066, hereinafter referred to as "Lessor" and City of Lincoln on behalf of the Lincoln Area Agency on Aging/Life, hereinafter referred to as "Lessee."

Now, therefore, in consideration of the promises and mutual covenants herein set forth, the parties agree as follows:

1. Lessor grants the Lessee the right to occupy leased office space at a building, hereinafter referred to as "Premises," located at 1325 N Chestnut, Wahoo, NE 68066.
2. **Use:** Lessee shall use the leased space as an office for its Lincoln Area Agency on Aging Life Office program. Said use shall be a full time use Monday through Friday with hours from 6:00 am to 6:00 pm or part time use on the days of Saturday and Sunday for hours from 6:00 am to 6:00 pm.
3. **Term:** The term of this lease agreement shall commence on July 1, 2009, and shall terminate on June 30, 2010. At any time during this period either party may terminate the lease agreement with a written 30 day notice.
4. **Rent.** Annual rental is for 480 square feet of leased office space on the Premises which has a total square feet space of 2600 square feet. Rent shall be in the sum of \$200.00 per month, payable on the 1st of the month. There will be a \$25.00 late fee, if more than one (1) week late. ***(Note: Lessor is valuing the fair market value of this property as \$400.00 per month. Lessee makes no representation regarding the \$400.00 value and has not seen an independent appraisal establishing fair market value and assumes the Lessor's fair market value of \$400.00 has been established by a 3rd party or independent appraiser.)***
5. **Janitorial and Utility Services:** Said rent paid by the Lessee does not include garbage or janitorial services. Utility services, including electric, gas and water, will be provided by the Lessor. Lessee is responsible for the hook up of phones service which does not include the wiring of new office space.
6. Lessee shall provide its own phone, phone hook-up, and shall pay its own phone bill.
7. Lessor agrees to keep the Premises, including the exterior and interior building and common areas, in a safe, clean and neat condition. Lessee agrees to maintain their leased office space in a neat, clean and safe condition. Lessor will provide snow removal and lawn mowing services.
8. The Lessor agrees to indemnify and hold harmless the Lessee, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the Premises or Building by the Lessor that results in any claim for damages whatsoever that are caused in whole or part by the intentional

or negligent act or omission of the Lessor or anyone directly or indirectly employed by the Lessor. This section shall not require the Lessor to indemnify or hold harmless the Lessee for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessee. Similarly, the Lessee agrees to indemnify and hold harmless the Lessor, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the leased office space by the Lessee that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent act or omission of the Lessee or anyone directly or indirectly employed by the Lessee. This section shall not require the Lessee to indemnify or hold harmless the Lessor for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessor.

In testimony whereof, Lessor and Lessee have executed this Lease Agreement on this _____ day of _____, 2009.

Lessee:

City of Lincoln on behalf of the
Lincoln Area Agency on Aging

Chris Beutler, Mayor
City of Lincoln

Lessor:



Erik Alm
Owner